

INVITATION FOR BIDS (IFB)

IFB # 08-06-PJ

Issue Date:	October 26, 2007
Title:	West Central Region - Clean Sweep II, Part B Removals - Waste Tire Pile Cleanup
Commodity Code:	92678 - Environmental Remediation Services 91244 - Excavation Services
Issuing Agency:	Commonwealth of Virginia Department of Environmental Quality Attn: Patsy Jones, Contract Officer P. O. Box 1105 Richmond, VA 23218
Using Agency And/Or Location Where Work Will Be Performed:	Department of Environmental Quality/ Davis Tire Pile (#089-052), Henry County Gilley's Mountain Ranch (#067-013), Franklin County Holmgard (#141-005), Patrick County

Period Of Contract: From Date Of Award For Up To 6 Months.

Sealed Bids Will Be Received Until 2:00 p.m. on November 29, 2007 For Furnishing The Services Described Herein And Then Opened In Public.

All Inquiries For Information Should Be Directed To: Patsy Jones, Contract Officer, Phone: (804) 698-4335 or E-mail: psjones@deq.virginia.gov.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE DELIVERED BY COURIER, DELIVER TO: Department of Environmental Quality, Attn: Patsy Jones, Contract Officer, 629 East Main Street, Richmond, VA, 23219. BIDS MAY ALSO BE HAND DELIVERED TO: 1st Floor Receptionist at the street address shown above for courier delivery.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated In Section VII, Pricing Schedule.

Name And Address Of Firm:

_____ _____ _____ _____ Zip Code: _____ FEI/FIN NO. _____ Fax Number: (____) _____ E-mail Address: _____	Date: _____ By: _____ (Signature In Ink) Name: _____ (Please Print) Title: _____ Telephone Number: (____) _____
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PREBID CONFERENCE: A mandatory prebid conference will be held at 11:00 a.m. on November 15, 2007 at the Conference Room, Franklin County Department of Planning and Community Development, 120 East Court Street, Rocky Mount, VA, 24151. (Reference: Section III herein.) **NO ONE WILL BE ADMITTED AFTER 11:10 a.m.** If special ADA accommodations are needed, please contact Patsy Jones at (804) 698-4335 by November 13, 2007.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose of this Invitation for Bids (IFB) is to solicit sealed bids from qualified contractors to remove tires from inaccessible sites (called “Part B removals”) and to place them in adjacent areas that are accessible to waste tire processing contractors, which are procured under a separate solicitation. This IFB includes two (2) such Part B removal projects. The contractor will not process the tires; just make them accessible to a waste tire processor selected under a different IFB. This IFB also includes the final remediation (called a “Corrective Action”) of a former Part B removal, constituting a third project. Bidders may bid on one, two or all three projects within this one solicitation.

II. SCOPE OF WORK:

The contractor shall furnish all necessary labor, supervision, equipment, tools, parts, materials and supplies to provide the services listed below:

Project #1 Davis Tire Pile (#089-052), Henry County (352 Old Leaksville Road, Ridgeway, VA 24148)

- A. Approximately 4,000 tires are located in a ravine directly behind the owner’s home at the address above. The ravine is open (no trees or brush to hamper the work). The tires shall be extracted mechanically or by hand, and placed in the owner’s backyard, at the direction of the DEQ Contact Person. There is wide access to the site from Leaksville Road and sufficient working area in the owner’s backyard for small machinery and storage of the tires once retrieved. The contractor shall only recover the tires and make them readily accessible.
- B. The owner has given permission for DEQ and its contractors to access the site with trucks and equipment. The site is a groomed backyard so the contractor shall try to keep turf damage to a minimum.
- C. No Erosion and Sediment Control Plan or Permit is required by Henry County.

Project #2 Gilley’s Mountain Ranch (#067-013), Franklin County (299 Gilley’s Mt. Lane [private road], off US 220, below Syndorsville near Rt. 879)

- A. Approximately 70,000 tires are located in a steep, wooded ravine, approximately 1,400’ long. All tires shall be extracted mechanically or by hand, and placed in the large, open field adjacent to the wooded ravine, at the direction of the DEQ Contact Person. The contractor shall only recover the tires and make them readily accessible.
- B. The ravine has significant trees. Trees may be taken down, but held to the minimum extent possible. Such trees and any brush, vegetation, natural debris, etc. shall be left and arranged/compacted as much as possible for stabilization. Terracing at angles to the ravine is permissible if necessary for equipment to reach the tires.

- C. Although no Erosion and Sediment Control Plan or Permit is required by Franklin County, the contractor shall install an appropriately-sized check dam at the lower end of the ravine, to protect an adjacent 2-acre farm pond. Silt fencing shall be installed at all appropriate locations. All tires appear to be on the surface such that with careful removal, the natural topography may be left intact. Once all work is completed, the area (especially any terraces) shall be smoothed out, seeded and fertilized to establish surface growth as quickly as possible.
- D. Access to the site is through the owner's 100-acre open field. The contractor shall establish new access to the field off US 220, as the existing Gilley's Mountain Lane has cattle guards and narrow stone columns which will not allow heavy equipment to pass. The new access will be directly off US 220 by removing (and replacing once work is complete) wooden fencing (supported by stone columns) and providing any piping, or other provisions required by VDOT, as crossing their right-of-way is required. Temporary gates will be necessary to keep cattle in. The contractor shall work with VDOT on truck access in and out of the site from US 220, as the site is in close proximity to curved road sections with reduced speed limits. The contractor shall contact the local VDOT office [Rocky Mount Residency, 239 State Street, Rocky Mount, VA 24151, (540) 483-5262] to ascertain the required right-of-way work, determine any "Trucks Entering Highway" signs or procedures, obtain all necessary permits, and pay any required fees.

Project # 3

Holmgaard (#141-005), Patrick County
689 Wren Hollow Road, Woolwine, VA 24185

- A. This project consists of a Corrective Action project to restore the natural topography where approximately 400,000 tires were excavated in 2005, leaving a man-made "ravine" of approximately 50' (w) X 100' (l) X 15' (d). This project will require approximately 2,500 to 3,000 cubic yards of fill dirt to put the property back to its original topography by filling the ravine, and then blending and sloping the fill back into the surrounding property, which slopes downhill.
- B. This project requires a Land Disturbing Permit from Patrick County, which shall be secured by the contractor. The contractor shall implement, at a minimum, the following Erosion and Sediment Control measures: installing silt fences, maintaining the existing sediment trap, stripping the existing topsoil, re-applying once the project is completed, and then seeding/mulching and fertilizing all disturbed areas.
- C. 2,500 to 3,000 cubic yards of fill material is being offered, free of charge, to the successful contractor by the adjacent neighbor at 997 Wren Hollow Road. While the material is free of charge, considerable site work is necessary to remove the material and restore the site, as it is adjacent to the public road (Wren Hollow Road - State Secondary 718):
- clearing and grubbing a 400' treed fence/ditch line, with debris disposed of via applicable local and state ordinances;
 - stripping and stockpiling the native top soil in the borrow area;
 - installing silt fences and a check dam in the VDOT right-of-way; appropriate permits and permission shall be secured from the local VDOT office [Martinsville Residency, 309 Weeping Willow Lane, Bassett, VA 24055, (276) 629-2581];

- redistributing the stripped topsoil, and seeding and fertilizing as needed;
 - providing at least four (4) tandem loads of gravel to restore the driveway to the ravine site (689 Wren Hollow Road) due to the heavy truck/equipment traffic.
- D. The contractor shall coordinate all facets of the work with the DEQ Contact Person and the owners of both 689 and 997 Wren Hollow Road.

Provisions Applicable to all 3 Projects

- A. The owner of each site has given permission to DEQ for a contractor to go onto the property to perform the Scope of Work. The property owner will not participate in any aspect of this work and will not assume any responsibility or liability for any action taken by the contractor while on his property. The contractor shall be responsible for any damages it causes while on the property. See Special Terms and Conditions, Section V.
- B. The method to be used by the contractor to recover the tires in each project shall be described on the Vendor Data Sheet (Attachment 1) and shall be limited to motorized equipment, conveyor systems, drag lines, cranes or manual labor.
- C. The contractor shall have possession of equipment necessary to perform the Scope of Work. The contractor shall have at least 1 year's experience in removing tires, materials or wastes from environments such as at these sites. The bidder shall provide on the Vendor Data Sheet at least 1 reference (name and contact information) that can verify this experience.
- D. The contractor shall perform all work in conformance with the Virginia Erosion and Sediment Control Handbook and the Virginia Erosion and Sediment Control Regulations (4 VAC 50). The contractor shall obtain any applicable Erosion and Sediment Control and/or Land Disturbing Permits or Plans at each site if required. The cost of developing, obtaining approval and implementing the plans or permits shall be borne by the contractor. The contractor shall pay any penalties resulting from non-compliance with such permits or plans.
- E. The contractor shall provide all facilities and services required to complete the Scope of Work. This shall include, but not be limited to, power and fuel, utilities, transportation and sanitary facilities at each site. The contractor shall maintain access to each site while conducting the Scope of Work, including repairing any damage as it occurs.
- F. The contractor shall perform the Scope of Work in conformance with all applicable local, state and federal safety and health laws and regulations.

- G. The contractor(s) shall commence work on-site within 30 days after a Commonwealth of Virginia Standard Contract has been executed by the contractor and DEQ. An implementation schedule for each project will be developed by DEQ, recognizing the contractor's "normal operational capacity" and if a contractor is awarded one, two, or three projects. A bidder may be awarded multiple projects as long as all work can be completed within 180 days of issuance of a DEQ Contract.

III. **MANDATORY PREBID CONFERENCE:**

A mandatory pre-bid conference for this solicitation will be held at 11:00 a.m. on November 15, 2007, at the Conference Room, Franklin County Department of Planning and Community Development, 120 East Court Street, Rocky Mount, VA, 24151. Attendance by an authorized representative of each bidder will be required in order to submit a bid in response to this IFB. After the office portion of the conference, all bidders shall accompany the DEQ Staff Contact to inspect each of the three (3) sites. Travel time and light conditions may necessitate the continuation of the conference until the following day, November 16, 2007, in order that all sites are inspected.

The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference and reviewed the site (s) for which they are submitting a bid. Attendance at the conference will be evidenced by the representatives' signature on the attendance roster. No one will be admitted after 11:10 a.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IV. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their bid, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or

installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Omitted.

R. USE OF BRAND NAMES: Omitted.

S. TRANSPORTATION AND PACKAGING: Omitted.

T. INSURANCE: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance

with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- Y. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current

small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

V. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable.
- C. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- D. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- E. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

- G. FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- H. IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>November 29, 2007</u>	<u>2:00 p.m.</u>
Name of Bidder	Due Date	Time
_____	<u>IFB #08-06-PJ</u>	
Street or Box Number	IFB No.	
_____	<u>WCRO Part B Removals</u>	
City, State, Zip Code	IFB Title	

Name of Contract Officer Patsy Jones

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- I. INSPECTION OF JOB SITE:** The bidder's signature on this solicitation constitutes certification that the bidder has inspected the job site and is aware of the conditions under which the work under this contract must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- J. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

K. RENEWAL OF CONTRACT: This contract is not renewable.

L. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- M. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- N. **VENDOR DATA SHEET:** Bidders shall complete, sign and date, and return the Vendor Data Sheet (Attachment 1) with their bid submittal.
- O. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

VI. METHOD OF PAYMENT:

- A. Requests for payment shall be submitted monthly, using a properly completed Monthly Progress Report and Invoice. (See Attachment 2.)
- B. Payment will be made on the basis of the percentage of total work accomplished for each project during the month, as determined by the DEQ Contact Person, in consultation with the contractor. Payment will be made within 30 days of confirmation of the contents of the Report by DEQ.
- C. All invoices shall be sent to:

Department of Environmental Quality
Attn: Accounts Payable
P.O. Box 1105
Richmond, Virginia 23218

VII. PRICING SCHEDULE:

Bidders shall indicate the ir bid price(s) below:

Project #1 - Davis Tire Pile (#089-052), Henry County

\$_____ fixed fee for all services in the Scope of Work

Project #2 - Gilley's Mountain Ranch (#067-013), Franklin County

\$_____ fixed fee for all services in the Scope of Work

Project #3 - Holmgaard (#0141-005), Patrick County

\$_____ fixed fee for all services in the Scope of Work

NOTE: A bidder may bid on Project #1, Project #2, or Project #3, and a combination of any or all projects, as long as the contractor has the capability to perform the projects within 180 days of the issuance of the DEQ Contract.

VIII. ATTACHMENTS:

- 1 - Vendor Data Sheet
- 2 – Clean Sweep II Monthly Progress Report and Invoice, Part B Removals
- 3 - Small Business Subcontracting Plan

ATTACHMENT 1

VENDOR DATA SHEET - IFB Part B Removals

Note: The following information is required as part of your response to this solicitation. **Failure to complete and provide this sheet may result in finding your bid non-responsive.**

A. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

B. Vendor's Primary Contact:

Name: _____ Phone: _____

C. Years in Business: Indicate the length of time you have been in business providing this type of service:
_____ Years _____ Months

D. Vendor Information:

FIN or FEI Number: _____ (If Company, Corporation or Partnership)

Social Security Number: _____ (If Individual)

E. Indicate below, a listing of at least 2 accounts, either commercial or governmental, that your company is currently servicing, or has recently serviced.

1. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

2. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

F. Indicate below at least one project, similar to the Scope of Work in this IFB, performed by the Vendor.

1. Project Name: _____
Project Location: _____
Owner: _____
Owner Address: _____
Owner Phone Number: _____
Project Dates: Begin: _____ Completion: _____
Describe Project: _____

I certify the accuracy of this information.

Name: _____ (signature) Print Name: _____

Title: _____ Date: _____

ATTACHMENT 2

Clean Sweep II Monthly Progress Report and Invoice Part B Removal Projects



CLEAN SWEEP II MONTHLY PROGRESS REPORT AND INVOICE (DEQ Form CS II-002.B)

DEQ Contract No. _____

Part B Special Removal Projects Invoice

Month _____, 200__

1. Percent of Work Completed During the Month

	<u>% Comp.</u>	<u>Bid Price</u>	<u>Monthly Payment</u>
Davis (# 089-052) Henry Co.	_____ % X	\$ _____	= \$ _____
Gilley's (# 067-013) Franklin Co.	_____ % X	\$ _____	= \$ _____
Holmgard (# 141-005) Patrick Co.	_____ % X	\$ _____	= \$ _____
Total Payment			+ \$ _____

2. Certification:

I certify that the data above are true, accurate and complete.

Signed: _____ for (contractor) _____

Date: _____

3. DEQ Verification

I agree that the percentage of work as stated above accurately represents the work complete for the month.

Signed : _____ Date: _____

RETURN TO: Virginia DEQ, Waste Tire Program, 629 East Main Street, Richmond, VA 23219

TRANS	AGENCY	GLA	FUND		FF Y	PROGRAM			OBJEC T	REVEN UE SOURC E	AMOUNT			PROJECT		
			FUN D	DET		PRO G	SUB	EL E			PROJEC T	TK	PH			
	440		09	06	08	509	27		1418				71XXX			
COST CODE	FIPS	PSD	AGENCY REFERENCE			INVOICE				DUE DATE			REFERENCE DOC			
						DATE		NUMBER		M M	DD	YY	NUMBER		SX	V
202																
DESCRIPTION						CURRENT DOCUMENT		SUBSIDIARY ACCOUNT		MULTI-PURPOSE			CHECK IF EXPENDITURE DISTRIBUTION CONTINUATION SHEETS ARE ATTACHED			

ATTACHMENT 3

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DM BE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					